



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 28, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #2** (Effective May 1, 2013)
CONTRACT NO. GSS12595-COOK_OIL_REM
Used Cooking Oil Collection/Recycling and Grease Trap Cleaning

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from May 1, 2012 through April 30, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended and will remain in effect through April 30, 2014.

3. VENDORS

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Valley Proteins, Inc.
PO Box 3588
Winchester, VA 22604
FSF: 0000087955

WASTE SERVICE	
Primary Contact:	Customer Service
Primary Contact phone:	800-871-3406
Primary Contact email:	custservicecoll@valleyproteins.com
Secondary Contact:	David Boggs
Secondary Contact phone:	540-877-3254
Secondary Contact email:	dboggs@valleyproteins.com
REPAIR SERVICE	
Primary Contact:	Ron Rogers
Primary Contact phone:	540-877-2092 (ext. 10368)
Primary Contact email:	rrogers@valleyproteins.com
ACCOUNTING SERVICE	
Primary Contact:	Carol Sosna
Primary Contact phone:	540-877-2092
Primary Contact email:	csosna@valleyproteins.com

4. **PRICING**

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Prices will remain firm for the term of the contract year.

GREASE TRAP CLEANING

Grease trap charges will be at a flat rate per service depending on the size of the grease trap as follows:

Up to 1,000 gallons = \$200.00 per service.

1,001 to 1,250 gallons= \$250.00 per service.

1,251 to 1,500 gallons = \$280.00 per service.

Line letting; as needed, will be charged at \$350.00 for interior lines from the kitchen drain to the sewer lateral line.

Exterior grease trap line jetting from the building to the trap and from the trap to the sewer main up to 200 feet = \$175.00 per service.

USED OIL COLLECTION/RECYCLING

Seven (\$0.07) cents per pound which is equal to fifty one (\$0.51) cents per gallon.

ADDITIONAL TERMS AND CONDITIONS

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5. **BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. **PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. **PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. **ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. REQUIREMENTS

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for USED COOKING OIL COLLECTION/RECYCLING & GREASE TRAP CLEANING as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

In accordance with Executive Order #18, All State executive branch agencies, departments and offices shall reduce, reuse, and recycle materials to achieve a 50% rate of diverted waste from landfills by the end of fiscal year 2011, and a 75% rate of diverted waste from landfills by the end of fiscal year 2012, for office, construction and demolition debris and other state activities or wastes.

10. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

14. DETAILED REQUIREMENTS

It is the intent of this solicitation to establish an annual award for pumping and cleaning of septic tanks, grease traps, and pump stations at various locations throughout the State. The collection and recycling of used grease is also included in this solicitation. The work includes, but is not limited to, all labor, materials, equipment, tools, transportation, supervision, licensing and permits, and other items needed to provide the services specified herein.

Listed below are the agencies currently generating waste cooking oil that may require service under this contract:

- Department of Correction
- Department of Health & Social Services
- Department of Natural Resources & Environmental Control
- Christina School District

The state reserves the right to add locations or delete locations as needed.

a. GENERAL INFORMATION

The contractor must perform all services in accordance with local, state and federal laws pertaining to the removal, transportation and disposal of all waste products.

In the event of a spill or release of fluids do to the failure of the contractor, subcontractor or any equipment, the contractor shall be responsible for notifying the proper local and state authorities. The contractor shall be responsible for all costs associated with the release of fluids including but not limited to clean-up and fines.

Trucks shall not leak offensive liquids or vehicle fluids from truck while on State property.

b. STATE OF EMERGENCY / HOLIDAYS

Services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where State offices are closed. In the event of a State of Emergency, service must be made within one (1) day after the emergency is lifted. If a pull day falls on a holiday at a lock down facility pick up must be made the next day the location is open for business.

c. SAFETY REQUIREMENTS

All employees of the contractor are to be trained in the safe operation of all equipment prior to being utilized on this contract.

All safety and health requirements as mandated by the State of Delaware must be followed.

Caution should be exercised while making collections during special events and regular working hours so as to not cause injury to pedestrians or damage to vehicles and state property.

Collection trucks are to be equipped with backup warning alarm.

Property damage resulting from the collection operations must be reported to the Office of Management and Budget within twenty-four (24) hours. All damaged property must be repaired within a reasonable time frame agreed to by both the contractor and the agency. All cost of repairs are the responsibility of the contractor.

d. CONTACT PERSONS

There shall be a minimum of four (4) contact persons listed in your proposal. A primary contact person for waste service calls. A secondary contact person for waste service calls. A contact person for repair service calls. And a contact person for accounting matters.

15. GREASE TRAP SERVICES

a. GENERAL REQUIREMENTS

The vendor shall submit a separate invoice for each site, detailing the date(s), location, gallons pumped, and/or type of service(s) performed.

The vendor shall be responsible for the repair, replacement, cleanup, or reimbursement to State of Delaware for any personal or real property, facilities, vehicles, or persons injured or damaged by the vendor or the vendor's agents or employees. The vendor shall be notified in writing of the specific nature of the damage and cost of repair or replacement. The State of Delaware may elect to have the damage repaired or replacement made by a third party and deduct the cost from the contractor's regular invoice, invoice the vendor for the cost, or direct the vendor to make the repairs at its expense. However, nothing contained herein shall be construed to limit the remedies available to the State of Delaware by law.

b. EQUIPMENT

Only equipment designed and suited for the performance of functions required to clean grease traps and lift stations shall be used. No improvised or makeshift equipment will be permitted in performing this contract. Trucks shall be capable of loading with their pumps and, if required, snaking out the waste line to ensure the system is operating properly.

The vendor shall be responsible for hauling and properly disposing off site all wastes removed from septic tanks, grease traps, strainer buckets, filters, drains, and used grease collection containers in accordance with all local, County, State, and Federal regulations.

Equipment will be adequate for large loads and also have an on board pressure washer to remove solidified grease from sidewalls and bottoms.

c. MINIMUM REQUIREMENTS

The vendor shall clean grease traps in accordance with manufacturer recommendations and performance objectives.

The vendor shall inform the ordering agency in writing if frequency of cleanings needs to be adjusted to ensure proper grease interceptor operation.

The vendor shall jet wash drain lines as needed beginning at the source of floor drains in the kitchens to the grease interceptors in order to maintain proper waste water discharge, preventing grease build up in drain lines and traps.

The vendor shall provide all tools, and labor, necessary to remove and replace Interceptor containment lids in accordance with manufacturer specifications.

The vendor shall provide the ordering agency with cleaning procedures two weeks prior to be followed for grease interceptor cleaning. The vendor shall inform the ordering agency of changes to cleaning procedures.

If any equipment must be moved for cleaning, the vendor must coordinate with the ordering agency in advance.

Positive cleaning methods shall include but not be limited to manual removal of solidified, semi-solidified, or liquid cooking grease buildup by low pressure application of approved detergents, wash/rinse processes utilizing high pressure hot water or saturated steam cleaning.

No flammable solvents or other flammable cleaning aids shall be used in accomplishing services described in this solicitation.

Cleaning shall remove all grease accumulation throughout the entire Grease Trap system thereby exposing bare metal. Cleaning shall include but is not limited to the interior and exterior surface of Grease Trap and waffles. Cleaning shall include the immediate area surrounding the grease traps and prevent accumulation of grease and debris

Grease trap cleaning shall be scheduled a minimum of three (3) days in advance with a twenty-four (24) hour advanced confirmation call to the agency.

A service ticket is to be left with ordering agency following each visit. Service ticket will detail the type of service completed (grease trap cleaning, septic tank cleaning, grease collection), # of gallons collected, any deficiencies noted.

d. CLEAN-UP

The vendor is solely responsible for immediate (same day) containment, cleanup, and disposal of any spills occurring in the performance of this contract. This will include any costs incurred by the State in the cleanup of spills caused by the vendor. Vehicles must be equipped with phones so spills can be immediately reported to DNREC.

e. DAMAGE OR MALFUNCTIONING TRAPS

The vendor will report in writing, any damaged or malfunctioning grease trap to the ordering agency with-in 24 hours of servicing that unit and conduct the necessary repairs to return the equipment to normal operation within one week.

16. USED GREASE COLLECTION/RECYCLING

a. VENDOR RESPONSIBILITY

Meet with the Agency and conduct a site visit to determine service needs. The Agency and Contractor will work together to determine the minimum number of service containers and service days. The contractor will work with the agencies to set-up automatic, scheduled servicing, or on-call as needed. The contractor shall schedule collection during normal working hours unless other hours are mutually agreed upon. The contractor must be able to supply the appropriate size, regulation compliant containers for each location at no charge to the State. The vendor must have a verifiable policy to ensure that all the waste cooking oil that is collected from the State is recycled.

b. PICK-UP

The contractor shall be solely responsible for the collection and recycling/disposal of used cooking oil from each location and shall ensure that all work is performed in accordance with general trade practices used within the industry standards.

The contractor assumes ownership of the materials covered by this contract at the time of collection.

It will be the responsibility of the contractor to inspect each container at time of pick up for leaks. Damaged containers must be replaced within one (1) week.

A collection slip is to be left at each location and must show the name of the driver, amount in gallons and be signed by the employee monitoring the collection

c. GREASE CONTAINERS

Containers should be constructed of heavy gauge steel with wrap around end panels for extra strength and continuous welded inside seams to prevent leaks. The containers should have bolt in screens and locking lid. The lid should be designed to provide an extended drip ledge to minimize grease spills. Contractor must supply the style and construction of containers with proposal.

The awarded vendor(s) will also be required to adjust the size of internal and external containers and frequency of pulls as necessary with no additional cost to the State for the life of the contract. This will help the State realize a cost savings rather than a penalty.

d. CONTAINER REPAIR

All containers and lids are to be kept in working order. Containers and lids that are damaged shall be repaired or replaced within one (1) week. The inspection and reporting of damaged container lids shall be the responsibility of the Contractor.